

R.P. Agree  
1. 25

MAY 25 1964

33367 REAL PROPERTY AGREEMENT

BOOK 749 PAGE 437

FILED  
MAY 25 1964  
Mrs. Ollie Farnsworth  
CLERK

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

Greenville, State of South Carolina, described as follows: All that certain lot or parcel of land situate in Centerville Township, in the County of Anderson, State of South Carolina, and in Anderson school district number Five (Formerly school district no. 17) known and designated as lot no. thirteen (13) on a plat made by George R. Gleen, registered Surveyor, dated Dec. 4, 1947, of record in the office of the clerk of court for the county of Anderson in plat book no. 21, at page 238, said lot lying on the west side of a public road leading southward from West market Street extension and fronting thereon 75 feet, running back in depth in parallel lines for a distance of 300 feet, and being 75 feet in width on its rear line. Said lot of land being the same conveyed unto Jesse C. Meredith by Clyde Harbert by deed dated June 24, 1950 of record in the clerks office for Anderson County in deed book Z-8, page 460.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Albert M. Litley x Carl R. Dyar  
 Witness Don C. Litzman x Margaret E. Dyar  
 Dated at: Greenville 5-5-64  
 Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Albert M. Litley who, after being duly sworn, says that he saw the within named Carl Dyar (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Don C. Litzman (Witness) witnesses the execution thereof.  
 Subscribed and sworn to before me this 5th day of May, 1964 Albert M. Litley (Witness sign here)  
Reba S. Muckey  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

SC-75-R Recorded May 25, 1964 At 9:30 A.M. # 33367

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 12 of April 1967  
The Citizens & Southern National Bank of South Carolina  
 By: W. Z. Pherigo  
 Witness: Frances Lawson  
 Witness: Kay C. Hill

SATISFIED AND CANCELLED OF RECORD  
14 DAY OF April 1967  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK A M. NO. 24790